

General Terms of Delivery

Article I. General.

1. These General Delivery Conditions (hereinafter called: GTOD) are applicable on all quotations and agreements regarding performing deliveries by JPG Hulsebosch B.V.; unless JPG Hulsebosch and the client have explicitly agreed otherwise.
2. In these GTOD the contractor means: JPG Hulsebosch B.V.. The client means anyone to whom the aforementioned quotation or agreement is addressed.
3. The general delivery and purchase conditions of the client, whatever they are called, are not applicable.
4. Any deviations to these GTOD must explicitly be agreed in writing. No rights can be derived from such deviations with respect to relationships that were entered later.
5. Where "products" is mentioned in the GTOD this can mean: products, services, materials, parts of, semi-finished products or a combination thereof.
6. JPG Hulsebosch B.V. always reserves the right to unilaterally adjust the GTOD. JPG Hulsebosch B.V. will inform the client about this, within a reasonable period, prior to the commencement date of the adjusted conditions.

Article II. Quotations and agreement.

1. All quotations are without any obligations, unless stated otherwise.
2. The quotations issued by JPG Hulsebosch B.V., as well as drawings, calculations en descriptions provided by JPG Hulsebosch B.V., remain the property of JPG Hulsebosch B.V. and must, if no order with the client is concluded, immediately be sent back. They may not, without the explicit permission of JPG Hulsebosch B.V., be provided to third parties for review.
3. The client guarantees that the data regarding the production and/or construction methods used by JPG Hulsebosch B.V. will not be shown, disclosed to third parties and/or used.
4. JPG Hulsebosch B.V. is only bound after an order has been confirmed by JPG Hulsebosch B.V. or the client in writing.
5. Any quotation, unless explicitly stated otherwise, is based on performance under normal circumstances and during the normal working hours that are applicable at JPG Hulsebosch B.V..
6. With the issue of a quotation, a standard validity period of 2 weeks after date of quotation applies. It is possible to deviate from this if parties have explicitly agreed this in writing.

Article III. Advice and project costs.

1. The costs for issuing a pre-study, setup proposal or design in any shape or form are a standard part of the quotation and will be charged to the client by JPG Hulsebosch B.V., unless agreed otherwise by parties, if the quotation eventually does not lead to an order.
2. The intellectual property rights on advice, images and descriptions provided by JPG Hulsebosch B.V. are always reserved to JPG Hulsebosch B.V..
3. Advice is elaborated and provided by best knowledge and capability. JPG Hulsebosch B.V. can however, never be held liable for the provided advice.

Article IV. Prices

1. The agreed prices are exclusive vat and exclusive additional services as described in the quotation but which cannot be directly calculated. Costs for this extra work and the additional services will be charged to the client by JPG Hulsebosch B.V. based on after calculation.
2. The agreed prices are exclusive transport costs to the internal place of destination, assembly at the place of destination as well as the packaging of the products or objects to be installed or delivered, unless parties have agreed otherwise.
3. Additional work activities, not included in the quotation, but arising from the order and necessary for a correct and desired completion of the order, are calculated separately.
4. If, at the request of the client, the delivery must be postponed or accelerated, JPG Hulsebosch B.V. is entitled to compensation of the additional costs that arise from this postponement of acceleration.
5. If the supply to or at the place of delivery requires extra working hours due to the absence of pavement or a paved road, or any other circumstances, JPG Hulsebosch B.V. has the right to charge these extra hours.
6. The rates used by JPG Hulsebosch B.V. on which the project prices are based are valid for a period of one year starting on 1 January of the relevant calendar year and ending on 31 December of the relevant calendar year.
7. Intended price adjustments will be notified to the client on time but in case no later than 3 months before the end of the calendar year.
8. Price adjustments, with the exception of the stipulations under paragraph 9 of this article, are applicable on projects for which no quotation has been issued yet and that correspond with the mentioned period in which a quotation must be issued.
9. When issuing the quotation the prices are based on the then applicable raw material, material en plastic prices. However, if the price developments of the raw materials, materials and plastic prices give cause thereto, JPG Hulsebosch B.V. has the right to charge these price increases to the client on ongoing quotations. Even if this falls within the validity period of the relevant quotation.

Article V. Assembly.

1. Where necessary and applicable the assembly work activities are based on drawings sent to the client in advance. If the relevant drawings are not returned by the client, within the agreed period after receipt, accompanied by a statement for approval of the order, JPG Hulsebosch B.V. assumes that the drawings are approved.
2. The client is liable for damage, loss, theft of products and materials, unless it can be demonstrated that this is the fault of JPG Hulsebosch B.V.
3. In case of loss of time as a result of loss or as a result of a cause for which the contractor is not liable, nor for which he can be held liable, such an extension is allowed as is reasonable considering all circumstances.

Article VI. Storage and insurance.

1. In case there is any storage of materials/products at JPG Hulsebosch by order of the client, these must always be insured by the client, unless parties have explicitly agreed otherwise in writing.
2. If JPG Hulsebosch B.V. produces production/materials by order of the client, the insurance for this is for the account of JPG Hulsebosch B.V. and it is therefore also liable for damage arising from the provisions under paragraph 5 of this article.
3. If JPG Hulsebosch B.V. assembles or installs materials/products by order or on behalf of the Client, JPG Hulsebosch B.V. is not liable voor defects to the product even when it concerns materials/products that have been delivered by JPG Hulsebosch B.V. by order or on behalf of the client.

4. The stipulations under paragraph 1 of this article also applies for materials/products that will still be given by the client to JPG Hulsebosch B.V. for storage.
5. JPG Hulsebosch B.V. cannot be liable and cannot be held responsible for any insufficient insurance cover of the client for the products/materials and/or otherwise that are kept by or given for storage to JPG Hulsebosch B.V.
6. When materials/products are given to JPG Hulsebosch B.V. for storage the client is obliged to provide a statement every year before 31 January of the relevant calendar year of the total value of the goods that are stored at JPG Hulsebosch B.V. If this value statement is not provided on time the client cannot hold JPG Hulsebosch liable in any way for damage arising from the products/materials and/or otherwise that are kept by or given for storage to JPG Hulsebosch B.V.
7. The cover of this storage insurance must include matters like: water damage and other hazards, fire, burglary, theft, vandalism, storm etc.

Article VII. Delivery.

1. The actual delivery has taken place when the products and/or materials are completely delivered or at least the main part thereof by JPG Hulsebosch B.V.
2. JPG Hulsebosch B.V. reserves the right to deliver and/or install the order in parts and to invoice these part deliveries.
3. To determine the delivery time, a certain date or period for the delivery will be mentioned in the agreement. Delivery must take place on the agreed date or within the stipulated period.
4. If JPG Hulsebosch B.V. does not comply with its obligations regarding the delivery time, as described in paragraph 3 of this article, it is legally in default when it has been agreed that the date or period is binding. If the agreed date is not binding then JPG Hulsebosch B.V. is first in default after the client has summoned them to still deliver within a reasonable period and this delivery after this summons was not made.
5. In case of force majeure JPG Hulsebosch B.V. has the right to either suspend the agreement, or terminate the agreement, without the client being able to derive any right for damage compensation from this.
6. If the client does not, not correctly or not timely comply with any obligation arising from the agreement concluded with JPG Hulsebosch B.V., or if there is serious doubt whether the client is able to comply with his contractual obligations towards JPG Hulsebosch B.V., JPG Hulsebosch B.V. has the right, without any notice of default or legal intervention, either to suspend the performance of any agreement concluded with the client or to completely or partially dissolve this. Such without being obliged to pay any damage compensation and without prejudice to the other rights that it is entitled to.
7. If the client does not, not correctly or not timely organise the delivery of the required materials that are necessary for an adequate and timely performance and delivery of the obligation arising from the concluded agreement, JPG Hulsebosch B.V. has the right to charge to the client the additional costs, arising from this extra work and insofar not included in the quotation.
8. Force majeure in the General Conditions means: any circumstance beyond the control of JPG Hulsebosch B.V. – even when this could have been foreseen at the time the agreement was concluded – as well as insofar not already included: war, war danger, civil war, riot, work strike, exclusion employee, fire, water damage, theft, burglary, explosions and other malfunctions in the company of JPG Hulsebosch B.V. or its suppliers.

Article VIII. Delivery time.

1. The delivery time starts when all the following formalities have been done, unless one or more formalities are not applicable, this at the discretion of both parties:
 - a. The day that the quotation was approved;
 - b. The day that the agreement was concluded;
 - c. The day that JPG Hulsebosch B.V. received the data, confirmations, permits and such that are necessary for the performance of the agreement;
 - d. The day that JPG Hulsebosch B.V. received all the prepayments that must be made in accordance to the agreement before the start of the work activities.

Article IX. Payment.

1. Payment by the client to JPG Hulsebosch B.V. must be made on the agreed date. If no other payment terms has been agreed for the payment, the payment must be made within 30 days after date of invoice.
2. The prices quoted and agreed by JPG Hulsebosch B.V. are net prices that are not subject to any further discounts such as payment discounts.
3. The client does not have the right, based on alleged defects of the delivered products or for whatever other reason, the refuse or suspend the compliance with his payment obligation.
4. Payment by the client must only be made in the currency in which the agreed prices are mentioned.
5. Payments by the client must be made without deduction or debt settlement at the office of JPG Hulsebosch B.V. or on a bank account specified by JPG Hulsebosch B.V.
6. If the client does not pay within the agreed period, he is considered to be legally in default and JPG Hulsebosch B.V. has the right to charge him interest from the expiry date conform the legal interest and all legal and extrajudicial costs associated with the collection of its claim.
7. Without prejudice to the stipulations in paragraph 1 of article VII JPG Hulsebosch B.V. reserves the property retention right, if applicable, till the moment of full payment of all claims which JPG Hulsebosch B.V. has on the client for whatever reason.
8. As long as no full payment has been received for the amounts to which JPG Hulsebosch is entitled, the products may not be sold, pawned, borrowed, rented or in any way or title removed from the company by the client.

Article X. Reclamations.

1. Reclamations must always be made in writing.
2. Reclamations regarding shortages, wrong deliveries, damage or external visible defects must be made within 48 hours after receipt of the products by the client or by the customers of the client.
3. If the period mentioned under paragraph 2 of this article is exceeded, any type of liability towards JPG Hulsebosch B.V. is void.
4. When making a reclamation the products must still be in the same state as in which they were delivered.

Article XI. Warranty.

1. With consideration of the limitations below, JPG Hulsebosch B.V. guarantees the reliability of the products it has delivered as well as the quality of the materials it has used except insofar some of it was provided to JPG Hulsebosch B.V. by the client.
2. If applicable and explicitly agreed by the parties, a warranty period to be agreed between JPG Hulsebosch B.V. and the client applies per project and per product.
3. The warranty does not cover any products, parts or materials provided by the client to JPG Hulsebosch B.V.
4. Defects that are the result of improper use, faulty maintenance or the use for other than normal business purposes or misuse are not covered by the warranty.

5. If the client does not, not correctly or not timely comply with of any of his obligation arising from the agreement concluded with JPG Hulsebosch B.V., JPG Hulsebosch B.V. is not obliged to any warranty related to this agreement.

Article XII. Dissolution.

1. In case of a legal agreement, bankruptcy, corporate or legal debt restructuring, discontinuation, liquidation or serious credit problems, all agreements with the client that have not been completed yet, will be legally dissolved unless JPG Hulsebosch B.V. informs the client within a reasonable period that it demands compliance with the relevant agreement or a part thereof. In this case JPG Hulsebosch B.V. has the right, without requiring any notice of default, to suspend the performance of such (part) agreement till payment has been assured. In such a case JPG Hulsebosch B.V. is not obliged to any damage compensation and the other rights from the agreement remain in full force.
2. In case a situation or event occurs as meant under paragraph 1 of this article XII all claims of JPG Hulsebosch B.V. on the client under the relevant agreement(s) are immediately and fully payable and JPG Hulsebosch B.V. has the right the take the relevant products back. In that case JPG Hulsebosch B.V. or its legally authorised person(s) has/have the right to enter the premises or buildings of the client in order to take possession of the products. The client, in that case, is obliged to take the necessary measures in order to give JPG Hulsebosch B.V. the opportunity to actually exercise the rights it is entitled to.

Article XIII. Intellectual property rights

1. An agreement does not oblige JPG Hulsebosch B.V. to deliver or transfer any intellectual property right.
2. If there is unclarity about who is entitled to any intellectual property right it is assumed that JPG Hulsebosch B.V. is entitled unless the client can prove the opposite.
3. If it might appear that the products sold or delivered by JPG Hulsebosch B.V. to the client violate any legal right of intellectual property and the client is sued for this, the client is obliged to inform JPG Hulsebosch B.V. about this in writing. JPG Hulsebosch B.V. will then, at its own choice, either still provide the right to use the products or deliver products that do not violate the intellectual property.

Article XIV. Exclusions liability.

1. Except in case of intent or gross negligence on the side of JPG Hulsebosch B.V., JPG Hulsebosch B.V. is never liable for any type of damage, including additional damage compensation in whatever shape of form, compensation of indirect damage, consequential damage or damage due to loss of turnover or profit.
2. JPH Hulsebosch B.V. is neither liable for damage that is related to the constructions or materials prescribed by the client or materials or share in the work delivered by the client or by third parties on his behalf.
3. JPG Hulsebosch B.V. is never obliged to any compensation of more damage than the value of the financial interest of the agreement. Furthermore, JPG Hulsebosch B.V. is never obliged to compensate any more damage than the damage that is compensated to JPG Hulsebosch B.V. by its insurer.
4. The client indemnifies JPG Hulsebosch B.V. of all damage compensation claims that might occur due to damage that is caused by illegal or careless use of the products and/or materials delivered by JPG Hulsebosch B.V. to the client.

Article XV. Transfer of rights and obligations.

1. The client is not allowed to transfer, sell or encumber his rights or obligations from the agreement to any third party without the prior written permission of JPG Hulsebosch B.V.

Article XVI. Other.

1. If one or more provisions from these GTOD are void or might be declared void, the other provisions of these GTOD remain in full force. JPG Hulsebosch B.V. and the client will then consult with each other in order to agree on a new provision, whereby, if and insofar possible, the objective and the scope of the original provision will be considered.
2. The relevant provision(s), in terms of content and scope, has/have in any case a corresponding meaning as much as possible, so that an appeal can be made to this/these.

Article XVII. Applicable law; authorised court.

1. All legal relationships between JPG Hulsebosch B.V. and the client are subject to Dutch law conform the Dutch Civil Code. The Dutch court is in all cases exclusively authorised in the disputes between JPG Hulsebosch B.V. and the client.

Article XVIII. Depot.

1. These General Quotation, delivery and payment conditions were filed at the Chamber of Commerce and Factories in The Hague under number 28066098 in October 2011.